

DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE ALHAMBRA, CALIFORNIA 91803-1331 Telephone: (626) 458-5100 www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO: P.O. BOX 1460 ALHAMBRA, CALIFORNIA 91802-1460

December 5, 2006

IN REPLY PLEASE

REFER TO FILE: AS-0

001465

Amendment 1

001466

Amendment 1

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

Dear Supervisors:

SECOND-STORY GRAFFITI REMOVAL PROJECT SUPERVISORIAL DISTRICTS 1, 2, 4, AND 5 3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Find that the contract work continues to be exempt from the provisions of the California Environmental Quality Act (CEQA).
- 2. Find that these services continue to be capable of being more economically performed by an independent contractor than by County employees.
- 3. Approve the enclosed amendments to Contract Nos. 001465 and 001466 for Second-Story Graffiti Removal Project services within Supervisorial Districts 2 and 5 (Contract No. 001465) and Supervisorial Districts 1 and 4 (Contract No. 001466) with Superior Property Services, Inc., to enable these contracts to continue for up to six months starting January 7, 2007, while Public Works completes the solicitation process for replacement contracts.
- 4. Authorize Public Works to encumber up to \$10,320 for Contract No. 001465 and \$20,640 for Contract No. 001466 for the six-month period. Funds are available in Public Works' 2006-07 Special Road Districts 1, 2, 4, and 5 and Public Ways/Public Facilities Fund budget.
- 5. Instruct the Chair to execute these amendments.

The Honorable Board of Supervisors December 5, 2006 Page 2

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On January 20, 2004, Item 38, your Board approved Public Works to enter into Contract Nos. 001465 and 001466 with Superior Property Services, Inc., for Second-Story Graffiti Removal Project services. These contracts were for an initial one-year period with two 1-year renewal options beginning January 7, 2004, and are scheduled to expire on January 6, 2007. These contracts are for graffiti removal services from various surfaces on second-story private, residential, commercial, and industrial structures within the specified areas of the County. The purpose of this action is to continue these contracts on a month-to-month basis starting January 7, 2007, for up to six months while Public Works completes the solicitation process for replacement contracts. The preparation of solicitations began several months ago, but the need for extensive changes in the scope of work require us to request this extension. When proposals have been received and evaluated, Public Works will recommend contract awards for continued provision of these services.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goals of Organizational Effectiveness and Fiscal Responsibility as the contractor's expertise allows for effectively providing services in a timely, effective, responsive, and cost-effective manner.

FISCAL IMPACT/FINANCING

The total cost of these services is estimated to be \$10,320 (\$1,720 per month) for Contract No. 001465 and \$20,640 (\$3,440 per month) for Contract No. 001466. Funds are available in Public Works' 2006-07 Special Road Districts 1, 2, 4, and 5 and Public Ways/Public Facilities Fund budget.

Using methodology approved by the Auditor-Controller, Public Works has calculated the cost-effectiveness of contracting for these services. Based on the cost calculations, Public Works has determined that these services continue to be more economically performed by an independent contractor than by County employees. These Proposition A contracts do not allow for a cost-of-living adjustment.

The Honorable Board of Supervisors December 5, 2006 Page 3

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed amendments have been executed by the contractor and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

These services continue to be categorically exempt from CEQA as set forth in Section(s) 15301, of the State CEQA guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these amendments will continue the current contract services.

CONCLUSION

Enclosed are three copies of each amendment. Upon approval please return the Contractor Execute and Department Conform copies to this office. The original Board Execute copy should be retained for your files.

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE Director of Public Works

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Enc. 6

cc: Chief Administrative Office

County Counsel

AMENDMENT 1 TO CONTRACT NO. 001465

SECOND-STORY GRAFFITI REMOVAL PROJECT SUPERVISORIAL DISTRICTS 2 AND 5

THIS AMENDMENT, made and entered into this _____ day of _______, 2006, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and SUPERIOR PROPERTY SERVICES, INC., a California corporation (hereinafter referred to as CONTRACTOR).

<u>WITNESSETH</u>

WHEREAS, Contract No. 001465 was entered into between the COUNTY and the CONTRACTOR on January 20, 2004, to provide second-story graffiti removal services within Supervisorial Districts 2 and 5, for a period of one year with two 1-year renewal options; and

WHEREAS, the COUNTY has exercised the two 1-year renewal options with the term of the Contract set to expire on January 6, 2007; and

WHEREAS, the parties desire to extend the Contract on a month-to-month basis for up to six months at an amount not to exceed \$10,320; and

WHEREAS, the CONTRACTOR is willing to continue to provide the services under the Contract's existing pricing, terms, and conditions during the period as extended under this AMENDMENT;

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 001465 between them shall be amended as follows:

<u>FIRST</u>: Part II, Service Contract General Requirements, Section G.3, Changes and Amendments of Terms, is hereby amended and modified to extend the expiration of the term of the Contract on a month-to-month basis for a period of up to six months, beginning January 7, 2007, as follows:

 CONTRACTOR shall provide continuous performance under this Contract from month to month, commencing on January 7, 2007, for up to the maximum period of six months, through and including July 6, 2007, unless the COUNTY provides a written notice of termination at least ten days before the last day of any month, in which case this Contract shall expire as of midnight of the last day of that month.

<u>SECOND</u>: Part II, Section 4.F, Delegation and Assignment, of the current Contract is hereby deleted in its entirety and replaced with the following provision:

4.F. Assignment by Contractor

- a. CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or whether in whole or in part, without the prior written consent of the COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, COUNTY consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY'S sole discretion, against the claims that the CONTRACTOR may have against the COUNTY.
- b. Any and all shareholders, partners, members, or other equity holders of the CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of the COUNTY in accordance with applicable provisions of this Contract.
- c. Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the COUNTY'S express prior written approval, shall be a material breach of this Contract, which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default of the CONTRACTOR.

<u>THIRD</u>: Part II, Section 3.U, Contractor Responsibility and Debarment, of the current Contract are hereby deleted in its entirety and replaced with the following provision:

3.U. Contractor Responsibility and Debarment

- a. A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the COUNTY'S policy to conduct business only with responsible contractors.
- b. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on these or other contracts, which indicates that the CONTRACTOR is not responsible, the

COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent, if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

- c. The COUNTY may debar a contractor if the Board finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed any act or omission that negatively reflects on the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice that negatively reflects on same; (3) committed an act or offense that indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the COUNTY or any other public entity.
- d. If there is evidence that the CONTRACTOR may be subject to debarment, Public Works will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- f. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- g. If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment, if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for

which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the COUNTY.

h. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

i. These terms shall also apply to subcontractors of the CONTRACTOR.

<u>FOURTH</u>: All other terms, conditions, requirements, and specifications of the original Contract shall remain in effect.

<u>FIFTH</u>: No cost-of-living adjustments shall be granted for the extended period.

// // IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

	By
ATTEST:	Chair, Los Angeles County
SACHI A. HAMAI Executive Officer of the Board of Supervisors of the County of Los Angeles	
By Deputy	
APPROVED AS TO FORM:	
RAYMOND G. FORTNER, JR. County Counsel	
By	SUPERIOR PROPERTY SERVICES,
	INC.
	By Skill Chow Its President
	Type or Print Name
	By Secretary Its Secretary
	Type or Print Marine

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ALL-PURPOSE ACKNOWLEDGMENT

personally appeared personally known to me -OR-[evidence to be the person(s) wi instrument and acknowledged this/her/their authorized capacit on the instrument the person	name, title of office - e.g. Jane Doe. Notary Public NAME(S) OF SIGNER(S) proved to me on the basis of satisfactory hose name(s) is/are subscribed to the within to me that he/she/they executed the same in cytics), and that by his/her/their signature(s) (s), or the entity upon behalf of which the instrument al. JOHN MAXWELL COMMISSION # 1645160 ON Notary Public - California ORANGE COUNTY My Comm. Expires Feb. 13, 2010	CAPACITY CLAIMED BY SIGNER(S) INDIVIDUAL(S) CORPORATE OFFICER(S) PARTNER(S) ATTORNEY-IN-FACT TRUSTEE(S) GARDIAN/CONSERVATOR OTHER: SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)		
ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.				
THIS CERTIFICATE	Title of Type of Document			
MUST BE ATTACHED TO THE DOCUMENT	Number of Pages Date of Document			
DESCRIBED AT RIGHT:	Signer(s) Other Than Named Above			

14-0072 DPW Rev. 6/02

AMENDMENT 1 TO CONTRACT NO. 001466

SECOND-STORY GRAFFITI REMOVAL PROJECT SUPERVISORIAL DISTRICTS 1 AND 4

THIS AMENDMENT, made and entered into this _____ day of _______, 2006, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and SUPERIOR PROPERTY SERVICES, INC., a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 001466 was entered into between the COUNTY and the CONTRACTOR on January 20, 2004, to provide second-story graffiti removal services within Supervisorial Districts 1 and 4, for a period of one year with two 1-year renewal options; and

WHEREAS, the COUNTY has exercised the two 1-year renewal options with the term of the Contract set to expire on January 6, 2007; and

WHEREAS, the parties desire to extend the contract on a month-to-month basis for up to six months at an amount not to exceed \$20,640; and

WHEREAS, the CONTRACTOR is willing to continue to provide the services under the Contract's existing pricing, terms, and conditions during the period as extended under this AMENDMENT;

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 001466 between them shall be amended as follows:

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- b. Any and all shareholders, partners, members, or other equity holders of the CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of the COUNTY in accordance with applicable provisions of this Contract.
- c. Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the COUNTY'S express prior written approval, shall be a material breach of this Contract, which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default of the CONTRACTOR.

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i. These terms shall also apply to subcontractors of the CONTRACTOR.

<u>FOURTH</u>: All other terms, conditions, requirements, and specifications of the original Contract shall remain in effect.

FIFTH: No cost-of-living adjustments shall be granted for the extended period.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

	By
	Chair, Los Angeles County
ATTEST:	
SACHI A. HAMAI Executive Officer of the Board of Supervisors of the County of Los Angeles	
By Deputy	
APPROVED AS TO FORM:	
RAYMOND G. FORTNER, JR. County Counsel	
By Deputy	
	SUPERIOR PROPERTY SERVICES, INC. By
	Type or Print Name
•	By Mallyone

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ALL-PURPOSE ACKNOWLEDGMENT

personally appeared personally known to me -OR- evidence to be the person(s) wh instrument and acknowledged to his/her/their authorized capacity	COMMISSION # 1845190	CAPACITY CLAIMED BY SIGNER(S) INDIVIDUAL(S) CORPORATE OFFICER(S) PARTNER(S) ATTORNEY-IN-FACT TRUSTEE(S) GARDIAN/CONSERVATOR OTHER: SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)	
ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document. Title or Type of Document			
MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:	Number of Pages Date of Document Signer(s) Other Than Named Above		

14-0072 DPW Rev. 6/02